

## Severance Pay for City Attorney

This Agreement is effective January 30, 2026, by and between the City of Pearland, Texas, a municipal corporation (the "City"), and Lawrence G. Provins, (the "Employee"), to establish and set forth the terms and conditions of the employment as the City Attorney for the City of Pearland.

Pursuant to Section 180.011 of the Texas Local Gov't Code, the City and the Employee agree as follows:

"Severance pay" means dismissal or separation income paid on termination of the employment of an employee that is in addition to the employee's usual earnings from the employer at the time of termination.

The City must pay Severance Pay as described below to the Employee when employment is involuntarily terminated for any reason other than Misconduct.

Severance Pay will not be paid if Employee is terminated for Misconduct but the City will be required to recognize and pay benefits that have vested and to which the Employee is entitled under the City's personnel policies, state law or federal law.

For purposes of this Agreement the term "Misconduct" means:

1. Lying or any act of untruthfulness so as to discredit the City.
2. Removing from the City premises, material or equipment belonging to the City without authorization; borrowing articles belonging to another employee, customer or supplier without consent; stealing, destroying, or defacing City property, an employee's, or a citizen's property.
3. Found to be using or in possession of intoxicants or drugs while on duty other than those lawfully prescribed.
4. Fighting or threatening violence in the workplace; using obscene, profane, abusive, or threatening language or gestures in the workplace.
5. Workplace Bullying, defined as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment".
6. Possession of dangerous or unauthorized materials, such as explosives or firearms, on City premises.
7. Violating the City's nondiscrimination, sexual, and/or anti-harassment policies.
8. Disclosing, or using for personal gain, information that the City has designated as confidential concerning City business, its employees, or customers.
9. any finding of guilt for the following criminal offenses:
  - a. bribery;
  - b. theft of public money;
  - c. perjury;
  - d. coercion of public servant or voter;
  - e. tampering with governmental record;
  - f. misuse of official information;

- g. abuse of official capacity;
- h. a misdemeanor or felony involving moral turpitude; or
- i. conspiracy or the attempt to commit any of a. through h. above.

Severance Pay that is paid from tax revenue may not exceed the amount of compensation, at the rate at the termination of employment, the Employee would have been paid for 20 weeks, excluding paid time off or accrued vacation leave.

The City shall provide Severance Pay to the Employee for all amounts then due and owing, plus compensation, at the rate at the termination of employment, the Employee would have been paid for 20 additional weeks of employment. Compensation includes but is not limited to, the Employee's salary, monthly vehicle allowance, and retirement benefits.

For a minimum period of 20 weeks following termination of employment, the City shall pay the cost to continue Health, Disability, and Life Insurance Benefits for the Employee and all dependents at the level prior to involuntary termination of employment, after which time, the Employee will be provided access to health insurance through Retiree Benefits under the Rule of 80 and pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

The Employee shall be compensated for all unpaid vacation leave.

The Employee shall be compensated for up to 1,440 hours of accumulated sick leave.

The City shall pay for all other available benefits to which the Employee is entitled under City policy that the Employee would be entitled to if involuntarily terminated for a reason other than Misconduct.

The City and the Employee have executed this Agreement effective as of the date first written above.

**City of Pearland**

By:   
Mayor J. Kevin Cole

**Employee**

By:   
Lawrence G. Provins